

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2015 - 175**

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS  
AND AWARDING A CONTRACT TO GHILOTTI BROS., INC., FOR THE BECK  
AVENUE PAVEMENT REHABILITATION FEDERAL AID PROJECT NO: STPL-  
5132(042)**

**WHEREAS**, the bid opening for the Beck Avenue Pavement Rehabilitation Federal Aid Project No: STPL-5132(042) took place on June 30, 2015; and

**WHEREAS**, the apparent low bidder was Ghilotti Bros., Inc., in the amount of \$1,346,751.50.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Beck Avenue Pavement Rehabilitation Federal Aid Project No: STPL-5132(042) are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Ghilotti Bros., Inc., for the Beck Avenue Pavement Rehabilitation Federal Aid Project No: STPL-5132(042) in the amount of 1,346,751.50.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of July 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bottani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Bottani

ABSTAIN: COUNCILMEMBERS: NONE

Nancy F. Cucco  
MAYOR

ATTEST:

Eric H. DePietro  
CITY CLERK  
pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 6 day of August, 2015, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and GHILOTTI BROS., INC. party of the second part, hereinafter called the CONTRACTOR.

It is understood City Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **BECK AVENUE PAVEMENT REHABILITATION** **FEDERAL AID PROJECT NO: STPL-5132(042)**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan & D'Angelo Engineers  
numbered C1 through C13  
and dated April 2015.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated June 30, 2015.
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Specific Provisions.
  - 2) Special Provisions (including Technical Specifications).
  - 3) General Provisions.
  - 4) City of Fairfield Standard Details and Specifications, 2014 edition.
  - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated June 2006.
- f. Performance Bond, dated July 28, 2015.
- g. Labor and Material Bond, dated July 28, 2015.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in good, workmanlike and substantial manner and to the satisfaction of the City of Fairfield, the work described in the special provisions and the project plans described above, including any addenda thereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May 2006, and the latest Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

The State and Federal general prevailing wage rates are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **EIGHTY (80)** calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500)for each calendar day or fraction thereof that expires after the time

specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.

- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

### III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.
- c. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Fairfield, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**BECK AVENUE PAVEMENT REHABILITATION**  
**FEDERAL AID PROJECT NO:STPL-5132(042)**

Item No.	Spec. No.	Item Description	Unit	Qty	Item Price	Total Price
1	10-1.04	Mobilization	LS	1	\$126,500.00	\$126,500.00
2	10-1.05	Storm Water Pollution Prevention	LS	1	\$8,000.00	\$8,000.00
3	10-1.07	Traffic Control	LS	1	\$69,000.00	\$69,000.00
4	10-1.10A	Clearing and Grubbing	LS	1	\$3,500.00	\$3,500.00
5	10-1.11	Roadway Excavation	CY	3900	\$42.00	\$163,800.00
6	10-1.12	Full Depth Base Repair (8" Depth)	SF	1000	\$20.00	\$20,000.00
7	10-1.13	Cold Plane Asphalt Concrete (Taper Grind Depth Varies 0" to 2.25")	SY	4200	\$3.40	\$14,280.00
8	10-1.14	Crack Sealing	LS	1	\$13,000.00	\$13,000.00
9	10-1.15	Subgrade Stabilization Geogrid	SY	4200	\$3.30	\$13,860.00
10	10-1.15	Subgrade Separation Fabric	SY	4200	\$1.80	\$7,560.00
11	10-1.15	Pavement Reinforcing Fabric	SY	15000	\$1.45	\$21,750.00
12	10-1.16	Construct Modified Caltrans ADA Ramp	EA	14	\$6,350.00	\$88,900.00
13	10-1.17	Minor Concrete (Type A Median Curb )	LF	750	\$39.00	\$29,250.00
14	10-1.17	Minor Concrete (Curb and Gutter)	LF	75	\$150.00	\$11,250.00
15	10-1.17	Minor Concrete (Sidewalk)	SF	500	\$22.00	\$11,000.00
16	10-1.17	Minor Concrete (Valley Gutter)	SF	500	\$40.00	\$20,000.00
17	10-1.18	Class 2 Aggregate Base	TN	6000	\$28.00	\$168,000.00
18*	10-1.19	Adjust Fairfield Water Valves and Cleanouts Rims and Cover	EA	24	\$600.00	\$14,400.00
19	10-1.19	Adjust Fairfield Monuments	EA	24	\$775.00	\$18,600.00
20*	10-1.19	Adjust Fairfield Manhole Rim and Cover	EA	10	\$850.00	\$8,500.00
21*	10-1.19	Adjust FSSD Manhole Rim and Cover	EA	9	\$850.00	\$7,650.00

ARTICLES OF  
AGREEMENT A-4

22*	10-1.19	Adjust SSWA Manhole/Valve Boxes	EA	3	\$850.00	\$2,550.00
23*	10-1.19	Adjust AT&T Manhole Rim and Cover	EA	2	\$1,400.00	\$2,800.00
24	10-1.20	Replace Traffic Signal Loop Detectors	EA	103	\$370.00	\$38,110.00
25	10-1.20	Bike Detector Loops	EA	3	\$410.00	\$1,230.00
26	10-1.21	4-inch Thermoplastic Traffic Striping	LF	16100	\$.40	\$6,440.00
27	10-1.21	6-inch Thermoplastic Traffic Stripe	LF	4250	\$.70	\$2,975.00
28	10-1.21	8-inch Thermoplastic Traffic Striping	LF	1000	\$.90	\$900.00
29	10-1.21	Thermoplastic Pavement Marking	SF	1850	\$6.55	\$12,117.50
30	10-1.21	Pavement Markers (Retroreflective two way)	EA	2120	\$2.30	\$4,876.00
31	10-1.21	Pavement Markers (Retroreflective one way)	EA	160	\$2.30	\$368.00
32	10-1.21	Blue Fire Hydrant Pavement Marker	EA	2	\$55.00	\$110.00
33	10-1.21	Median Nose Curb Painting	LF	25	\$25.00	\$625.00
34	10-1.22	Hot Mix Asphalt (Type A, PG70-10)	TN	4000	\$108.00	\$432,000.00
35	10-1.23	Project Identification Sign (Two Post)	EA	2	\$425.00	\$850.00
36	10-1.25	Replace Street Monuments	EA	1	\$1,250.00	\$1,250.00
37	10-1.25	Record of Survey	LS	1	\$750.00	\$750.00

Total \$1,346,751.50

**IV. PROHIBITED INTERESTS**

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

**V. WORKERS' COMPENSATION**

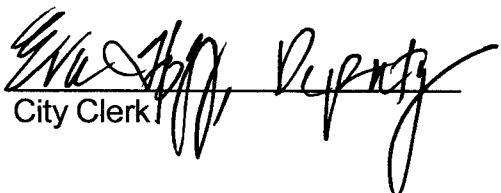
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

**VI. STATE OF CALIFORNIA PARTICIPATION**

The improvements contemplated in the performance of this contact is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its discretion, shall determine that its responsibility to the United States so requires. In such cases the State Contract Act will govern.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
City Clerk

CITY OF FAIRFIELD

By:   
\_\_\_\_\_  
Dunn  
City Manager  
GMM

GHIOLOTTI BROS., INC.  
CONTRACTOR

By:   
\_\_\_\_\_  
MICHAEL M. GHIOLOTTI  
PRESIDENT/TREASURER  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

- a. Class: A, C8, C12, C21, C42, HAZ
- b. Number: 132128
- c. Expiration Date: 12/31/15

FEI Number: 94-1199284

### EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

**Please complete the following:** (To be complete by the department)

Department:	Date	of	Contract:	
	Authorized	by	Res.	No.:
	Contract	Expiration	Date:	

Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

**BOX 1**

NAME AND ADDRESS	
FULL NAME	Ghilotti Bros., Inc.
ADDRESS	525 Jacoby St.
CITY, STATE, ZIP	San Rafael, CA 94901

AND

**BOX 2**

TYPE	DESCRIPTION	SOCIAL SECURITY NUMBER OR FEIN NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
<input checked="" type="checkbox"/>	CORPORATION	94-1199284
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Bond No: 09191815  
Premium: \$7,750.00

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_  
\_\_\_\_\_  
Ghilotti Bros., Inc.  
\_\_\_\_\_  
525 Jacoby Street, San Rafael, CA 94901  
\_\_\_\_\_  
(Name and address of Contractor)  
("Contractor") a contract (the "Contract") for the work described as follows:

### BECK AVENUE PAVEMENT REHABILITATION FEDERAL AID PROJECT NO: STPL-5132(042)

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
\_\_\_\_\_  
Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
525 Market Street, Ste 2900, San Francisco, CA 94105  
\_\_\_\_\_  
(Name and address of Surety)  
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
One Million Three Hundred Forty Six Thousand Seven Hundred Fifty One & 50/100 ---

Dollars (\$ 1,346,751.50 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and

others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 28th, 2015

"Contractor"

Ghilotti Bros., Inc.



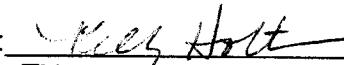
By: \_\_\_\_\_  
Title President/Treasurer, Michael M. Ghilotti

By: \_\_\_\_\_  
Title

(Seal)

"Surety"

Fidelity and Deposit Company of Maryland

  
By: \_\_\_\_\_  
Title Attorney-In-Fact, Kelly Holtemann

By: \_\_\_\_\_  
Title

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Marin )

On July 31, 2015 before me, Renee Powers, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael M. Ghilotti  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

**Title or Type of Document:** \_\_\_\_\_ **Document Date:** \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

**Signer's Name:** \_\_\_\_\_ **Signer's Name:** \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General       Partner —  Limited  General

Individual       Attorney in Fact       Individual       Attorney in Fact

Trustee       Guardian or Conservator       Trustee       Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

**Signer Is Representing:** \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )

On July 28th, 2015 before me, J. DeLuca, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kelly Holtemann  
Name(s) of Signer(s)

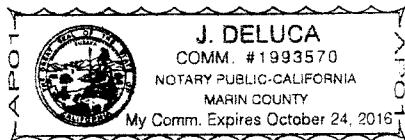
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

Bond No: 09191815  
Premium: Included

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

Ghilotti Bros., Inc.

525 Jacoby Street, San Rafael, CA 94901

*(Name and address of Contractor)*

("Contractor"), a contract (the "Contract") for the work described as follows:

**BECK AVENUE PAVEMENT REHABILITATION  
FEDERAL AID PROJECT NO: STPL-5132(042)**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Fidelity and Deposit Company of Maryland

525 Market Street, Ste 2900, San Francisco, CA 94105, \_\_\_\_\_,

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

One Million Three Hundred Forty Six Thousand Seven Hundred Fifty One & 50/100 —

Dollars (\$ 1,346,751.50 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any

suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: July 28th, 2015

"Contractor"

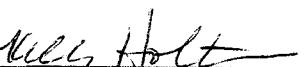
Ghilotti Bros., Inc.

By:   
Title President/Treasurer, Michael M. Ghilotti

By: \_\_\_\_\_  
Title

"Surety"

Fidelity and Deposit Company of Maryland

By:   
Title Attorney-In-Fact, Kelly Holtemann

By: \_\_\_\_\_  
Title

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,

Date

Here Insert Name and Title of the Officer

Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\*\*see attached notary acknowledgment\*\*

Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above:

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Δ Corporate Officer Title(s): \_\_\_\_\_

Partner – Δ Limited   Δ General

Individual   Δ Attorney in Fact

Trustee   Δ Guardian or Conservator

Δ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Δ Corporate Officer Title(s): \_\_\_\_\_

Partner – Δ Limited   Δ General

Individual   Δ Attorney in Fact

Trustee   Δ Guardian or Conservator

Δ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Marin )

On July 31, 2015 before me, Renee Powers, Notary Public

Date

Here Insert Name and Title of the Officer

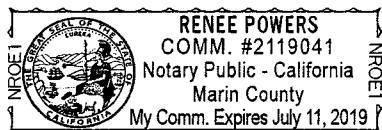
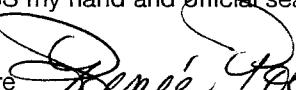
personally appeared Michael M. Ghilotti

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

 Corporate Officer — Title(s): \_\_\_\_\_ Partner —  Limited  General Individual  Attorney in Fact Trustee  Guardian or Conservator Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

 Corporate Officer — Title(s): \_\_\_\_\_ Partner —  Limited  General Individual  Attorney in Fact Trustee  Guardian or Conservator Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

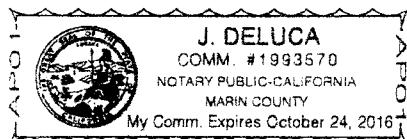
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )

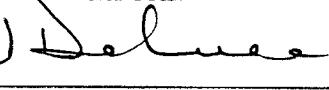
On July 28th, 2015 before me, J. DeLuca, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kelly Holtemann  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly HOLTEMANN and Joan DELUCA, both of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Secretary  
Eric D. Barnes

Thomas O. McClellan

Vice President  
Thomas O. McClellan

**State of Maryland  
County of Baltimore**

On this 14th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 28<sup>th</sup> day of July, 2015.



Geoffrey Delisio, Vice President

CITY OF FAIRFIELD

STATE OF CALIFORNIA

PROPOSAL

**BECK AVENUE PAVEMENT REHABILITATION**

**FEDERAL AID PROJECT NO: STPL-5132(042)**

**Ghilotti Bros., Inc.**

Name of Bidder: \_\_\_\_\_

To the City Clerk of the City of Fairfield:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or the Federal minimum wage rates set forth herein), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be total amount of bid.

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **EIGHTY (80)** calendar days from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Fairfield Department of Public Works, and that discretion will be exercised in the manner deemed by the City of Fairfield Department of Public Works to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Fairfield Department of Public Works respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Public Works, within 15 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fairfield.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Fairfield, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. One (1)

Date: 06/24/15

Addendum No. Two (2)

Date: 06/26/15

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date: \_\_\_\_\_

**BECK AVENUE PAVEMENT REHABILITATION**  
**FEDERAL AID PROJECT NO:STPL-5132(042)**

Item No.	Spec. No.	Item Description	Unit	Quantity	Item Price	Total Price
1	10-1.04	Mobilization	LS	1	\$ 126,500	\$ 126,500
2	10-1.05	Storm Water Pollution Prevention	LS	1	\$ 8,000.	\$ 8,000.
3	10-1.07	Traffic Control	LS	1	\$ 69,000.	\$ 69,000.
4	10-1.10A	Clearing and Grubbing	LS	1	\$ 3,500.	\$ 3,500.
5	10-1.11	Roadway Excavation	CY	3900	\$ 42.	\$ 163,800
6	10-1.12	Full Depth Base Repair (8" Depth)	SF	1000	\$ 20.	\$ 20,000.
7	10-1.13	Cold Plane Asphalt Concrete (Taper Grind Depth Varies 0" to 2.25")	SY	4200	\$ 3.40	\$ 14,280.
8	10-1.14	Crack Sealing	LS	1	\$ 13,000.	\$ 13,000.
9	10-1.15	Subgrade Stabilization Geogrid	SY	4200	\$ 3.30	\$ 13,860.
10	10-1.15	Subgrade Separation Fabric	SY	4200	\$ 1.80	\$ 7,560.
11	10-1.15	Pavement Reinforcing Fabric	SY	15000	\$ 1.45	\$ 21,750.
12	10-1.16	Construct Modified Caltrans ADA Ramp	EA	14	\$ 6350.	\$ 88,900.
13	10-1.17	Minor Concrete (Type A Median Curb )	LF	750	\$ 39.	\$ 29,250.
14	10-1.17	Minor Concrete (Curb and Gutter)	LF	75	\$ 150.	\$ 11,250.
15	10-1.17	Minor Concrete (Sidewalk)	SF	500	\$ 22.	\$ 11,000.
16	10-1.17	Minor Concrete (Valley Gutter)	SF	500	\$ 40.	\$ 20,000.
17	10-1.18	Class 2 Aggregate Base	TN	6000	\$ 28.	\$ 168,000.
18*	10-1.19	Adjust Fairfield Water Valves and Cleanouts Rims and Cover	EA	24	\$ 600.	\$ 14,400.
19	10-1.19	Adjust Fairfield Monuments	EA	24	\$ 775.	\$ 18,600.
20*	10-1.19	Adjust Fairfield Manhole Rim and Cover	EA	10	\$ 850.	\$ 8,500.
21*	10-1.19	Adjust FSSD Manhole Rim and Cover	EA	9	\$ 850.	\$ 7,650.
22*	10-1.19	Adjust SSWA Manhole/Valve Boxes	EA	3	\$ 850.	\$ 2,550.

23*	10-1.19	Adjust AT&T Manhole Rim and Cover	EA	2	\$ 1,400.	\$ 2,800.
24	10-1.20	Replace Traffic Signal Loop Detectors	EA	103	\$ 370.	\$ 38,110.
25	10-1.20	Bike Detector Loops	EA	3	\$ 40.	\$ 120.
26	10-1.21	4-inch Thermoplastic Traffic Striping	LF	16100	\$ 0.40	\$ 6,440.
27	10-1.21	6-inch Thermoplastic Traffic Stripe	LF	4250	\$ 0.70	\$ 2975.
28	10-1.21	8-inch Thermoplastic Traffic Striping	LF	1000	\$ 0.90	\$ 900.
29	10-1.21	Thermoplastic Pavement Marking	SF	1850	\$ 6.55	\$ 12,117.50
30	10-1.21	Pavement Markers (Retroreflective two way)	EA	2120	\$ 2.30	\$ 4,876.
31	10-1.21	Pavement Markers (Retroreflective one way)	EA	160	\$ 2.30	\$ 368.
32	10-1.21	Blue Fire Hydrant Pavement Marker	EA	2	\$ 55.	\$ 110.
33	10-1.21	Median Nose Curb Painting	LF	25	\$ 25.	\$ 625.
34	10-1.22	Hot Mix Asphalt (Type A, PG70-10)	TN	4000	\$ 108.	\$ 432,000.
35	10-1.23	Project Identification Sign (Two Post)	EA	2	\$ 425.	\$ 850.
36	10-1.25	Replace Street Monuments	EA	1	\$ 1,250.	\$ 1,250.
37	10-1.25	Record of Survey	LS	1	\$ 750.	\$ 750.
Total Bid:					\$ 1,346,751.50	

Please complete this form legibly and in its entirety. Incomplete forms shall be grounds for disqualifying the bid.

**BECK AVENUE PAVEMENT REHABILITATION  
FEDERAL AID PROJECT NO: STPL-5132(042)**

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the City Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. The information on percent of total contract shall be submitted within twenty-four (24) hours after the deadline for receipt of bids:

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed
1) PINLEY CONSTRUCTION INC. PO BOX 185 HAYWARD CA	9057509 1000004217	Adjust Utilities
2) COLUMBIA ELECT. INC 1980 DAVIS ST. SAN LEANDRO CA 94577	705302 1000001478	Electrical
3) RUBBERIZED CRACK - FILLER NORTH DIVISION 800 E WALNUT AVE CA 92831	184758 1000004435	Crack Seal
4) PACIFIC NORTHWEST OIL 3310 EMIGNE AVE STOCKTON CA 95205	705296 1000004805	Pavement Fabric
5) CHRYSP CO. 1805 E. BEAVER WOODLAND CA 95776	374600 100000304	Striping / Signs

Note: Attach additional sheets if required

6) ABSL CONSTRUCTION 621781  
29393 PACIFIC ST. PROPOSAL  
HAYWARD, CA 94544 1000002818  
P-6  
Asphalt  
GRINDING

.i.Cert., Fed/FAS 07-06-92;

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder **Ghilotti Bros., Inc.**, proposed subcontractor ALL, hereby certifies that he has  has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares:

under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes        No ✓

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

*None*

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Lobbying Cert 06-04-90

Nonlobbying Certification for Federal Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, Thomas G. Barr, P.E., being first duly sworn, deposes and says that he or she is Vice President of Ghilotti Bros., Inc. the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date) 06/30/15

(Signature)



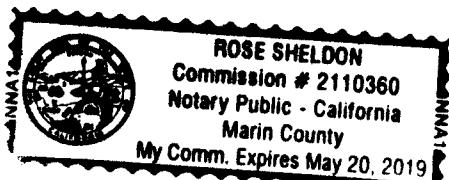
Thomas G. Barr, P.E.  
Vice President

NOTE: THIS FORM MUST BE NOTARIZED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )

Subscribed and sworn to (or affirmed) before me on this 30th day of  
June, 2015, by Thomas G. Barr, proved to me on  
the basis of satisfactory evidence to be the person who appeared before me.



(Seal)

Signature

A handwritten signature in black ink that reads "Rose Sheldon".

Accompanying this proposal is a (select one)  check or  cashier's check (payable to "City of Fairfield") in an amount equal to at least ten percent of the total of the bid.

*N/A - Attached is a Bidder's Bond for 10% of Bid.*

The names of all persons interested in the foregoing proposal as principals are as follows:

### **ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

One (1), Two (2)

*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

### ***IMPORTANT NOTICE***

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date 06/30/15

**Ghilotti Bros., Inc.**

Name of Firm

**525 Jacoby Street San Rafael, CA 94901**

Business Address

**415-454-7011**

Phone Number



Signature of Responsible Official

**Thomas G. Barr, P.E.  
Vice President**

Contractor's License:

- a. Class: A, C8, C12, C21, C42, HAZ
- b. Number: 132128
- c. Expiration Date: 12/31/15

FEI Number: 94-1199284

If bidder or other interested person is a corporation, state legal name of corporation secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

**Ghilotti Bros., Inc.**

Michael M. Ghilotti, Pres/Treas.  
Dante W. Ghilotti, CEO/Sec.  
Thomas G. Barr, P.E., Vice Pres.



Ghilotti Bros., Inc.  
525 JACOBY STREET • SAN RAFAEL, CA 94901  
P 415.454.7011 • F 415.454.8376  
STATE CONTRACTORS LICENSE # 132128

## CORPORATE RESOLUTION

I, Michael M. Ghilotti, President/Treasurer of Ghilotti Bros., Inc., a corporation organized under the laws of the State of California, do hereby certify that the following resolution is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors in conformance with applicable law and by-laws of said corporation on the 3<sup>rd</sup> day of June 2015.

RESOLVED, that Thomas G. Barr is hereby authorized to sign all bid and contract documents for Ghilotti Bros., Inc.

IN WITNESS WHEREOF, we the Board of Directors set forth our names and affix the seal of said corporation, this 3<sup>rd</sup> day of June, 2015.

Michael M. Ghilotti  
President/Treasurer

Dante W. Ghilotti  
CEO/Secretary

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>①</b> Name <i>Pruey Construction, Inc.</i> Address <i>P.O. Box 185</i> City State ZIP <i>Hollister, CA 95023</i>	Phone <i>510</i> Fax <i>510</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSLB # 985-259</i> <i>ADJUST UTILITIES</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>②</b> Name <i>COLUMBIA ELECTRIC INC</i> Address <i>1940 Davis St.</i> City State ZIP <i>SAN JOSE, CA 95117-4301</i>	Phone <i>510</i> Fax <i>510</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSLB # 74500-2</i> <i>ELECTRICAL</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>③</b> Name <i>Rubberized Crackfiller</i> Address <i>80 E. Union Ave.</i> City State ZIP <i>Fresno, CA 93783</i>	Phone <i>714</i> Fax <i>714</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSLB # 484-758</i> <i>CRACK SEAL</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i> <i>Age of Firm (Yrs.)</i>
<b>④</b> Name <i>Master Pavement Co.</i> Address <i>3310 E. Miner Ave.</i> City State ZIP <i>Stockton, CA 95205</i>	Phone <i>209</i> Fax <i>209</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSLB # 705-296</i> <i>PAVEMENT FABRIC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i> <i>Age of Firm (Yrs.)</i>

## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

### PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use <u>Only</u> (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES list DBE #:	
Address	Fax			
City State ZIP				
Name <i>CHEVRON CO.</i>	Phone 520 <i>4062220</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	<i>CELB # 374600</i> <i>CHEVRON STRIPPING SERVICES</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES list DBE #:
Address <i>1805 E. BONNER RD.</i>	Fax 530 <i>4062221</i>	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>DIR 1000000300</i>	<input type="checkbox"/> Age of Firm (Yrs.)
City State ZIP <i>ROCKLAND, CA 95454</i>	Phone 510 <i>727-0900</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSLB # 601787</i> <i>SMB&amp;C # CR-005270</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES list DBE #:
Name <i>ASL Construction</i>	Fax 510 <i>727-0914</i>		<i>ASPHALT SERVICES</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES list DBE #:
Address <i>29393 Pacific St.</i>				<input type="checkbox"/> Age of Firm (Yrs.)
City State ZIP <i>Rancho Cucamonga, CA 91730</i>	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>DIR 1000002818</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> If YES list DBE #:
Name				<input type="checkbox"/> Age of Firm (Yrs.)
Address	Fax			
City State ZIP				

**Local Assistance Procedures Manual**  
**Bidder's List of Subcontractors (DBE and Non-DBE)**

Exhibit 12-B

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name <b>Streets TRAFFIC Measures</b>	Phone 916 744-9080	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	CJSB # 755377 SBE # 1555640	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Address <b>1725 Dec Road Suite B</b>	Fax 916 744-9088	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	STAIRING	Age of Firm (Yrs)
City State ZIP <b>Roseville, CA 95747</b>	Phone 661 948-5399	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	CJSB # 369352	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Name <b>Element Recycling Systems</b>	Fax 661 948-5588	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	GRINDING	Age of Firm (Yrs)
Address <b>10240 San Sevante Way</b>	Phone 916 363-5030	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	CJSB # 256390	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
City State ZIP <b>Juruen Valley, CA 91752</b>	Fax 916 363-5588	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	GRINDING	Age of Firm (Yrs)
Name <b>KURK Construction</b>	Phone 916 562-4420	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	CJSB # 256390	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Address <b>5620 Myhew Rd.</b>	Fax 916 383-8090	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	GRINDING	Age of Firm (Yrs)
City State ZIP <b>SACRAMENTO, CA 95807</b>	Phone 915 370-6167	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	CJSB # 981209 SBE # 1752188	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Name <b>Johnson Construction Co.</b>	Fax 925 370-6168	<input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	ADJUST CUTTERS	Age of Firm (Yrs)
Address <b>2204 64th</b>				
City State ZIP <b>Concord, CA 94524</b>				

Distribution: 1) Original – Local Agency File

## EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

## PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> <u>TECHER GEOSYNTHETICS</u>	<i>Phone</i> <u>866 283-5337</u>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CSCB# 962557</i> <i>MOVEMENT ENERGY</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>Age of Firm (Yrs.):</i>
<i>Address</i> <u>150 Willow St. Rd.</u>	<i>Fax</i> <u>925 439-1531</u>			
<i>City State ZIP</i> <u>PITTSBURG, CA 94565</u>				
<i>Name</i> <u>JANE BROWN ELECTRIC, Co.</u>	<i>Phone</i> <u>707 792-8100</u>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million	<i>CJCB# 306767</i> <i>ELECTRICAL</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>Age of Firm (Yrs.):</i>
<i>Address</i> <u>561-A Meacham Ln. Dr.</u>	<i>Fax</i> <u>707 792-8110</u>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i> <u>COTTER, CA 94531-3040</u>				
<i>Name</i> <u>CANYON TREE INC.</u>	<i>Phone</i> <u>925 660-1030</u>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CUB H-70108</i> <i>ELECTRICAL</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>Age of Firm (Yrs.):</i>
<i>Address</i> <u>4275 NATIONAL DR</u>	<i>Fax</i> <u>925 660-7055</u>			
<i>City State ZIP</i> <u>LIVERMORE CA 94550</u>				
<i>Name</i> <u>BAYSIDE STAPLES</u>	<i>Phone</i> <u>707 740-2871</u>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>CUB 803908</i> <i>STRIPPING</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>Age of Firm (Yrs.):</i>
<i>Address</i> <u>P.O. BOX 703</u>	<i>Fax</i> <u>707 740-2773</u>			
<i>City State ZIP</i> <u>PETALUMA CA 94663</u>				

Distribution: 1) Original – Local Agency File

**EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

PART III

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<b>D&amp;R EXCAVATION INC.</b>	Phone 910 Fax 910	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>CB&amp;I 4400</b> <b>ELECTRICAL</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
<b>CITY STATE ZIP 240 KENT ST. ELKHORN, CA 95014-2500</b>	Phone 910 Fax 910	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>Age of Firm (Yrs.)</b>	<b>Age of Firm (Yrs.)</b>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Address	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
City State ZIP	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Name	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Address	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
City State ZIP	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Address	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
City State ZIP	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Name	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
Address	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>
City State ZIP	Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO	<i>If YES list DBE #:</i>

**Distribution:** 1) Original – Local Agency File

To Be Completed & Submitted by APM/4<sup>th</sup> Business Day  
After Bid Opening ...

**EXHIBIT 15-G**  
**Local Agency Bidder DBE Commitment (Construction Contracts)**

## **Local Assistance Procedures Manual**

**EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

**LOCAL AGENCY:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

**TOTAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

BID DATE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

CONTRACT DBE GOAL: 24.8%

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal-aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

## Total Claimed DBE Participation

69

%

**Signature of Bidder**

Date (Area Code) Tel. No.

**Person to Contact** (Please Type or Print)

**Local Agency Bidder DBE Commitment (Construction Contracts)**  
*(Rev. 6/26/09)*

**Distribution:** (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.  
(2) Copy – Include in award package to Caltrans District Local Assistance  
(3) Original – Local agency files

To Be Complete & Submitted Only If Goal NOT Met and  
Local Assistance Procedures Manual EXHIBIT 17-H  
DBE Information – Good Faith Effort

by 4PM / 4<sup>th</sup> biz day after

Bid Opening...  
**EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS**

Federal-aid Project No. STPL-5132 (042)  
Bid Opening Date \_\_\_\_\_

The City of Fairfield established a Disadvantaged Business Enterprise (DBE) goal of **24.1%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs	Item	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

## Business Enterprise (DBE) Certification Status Changes

## **EXHIBIT 17-O DISADVANTAGE**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(E) (New 10/99)

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## Comments

<b>CONTRACTOR REPRESENTATIVE SIGNATURE</b>		<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>	
		<b>TITLE</b>	<b>BUSINESS PHONE NUMBER</b>
			<b>DATE</b>
<b>TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
<b>RESIDENT ENGINEER</b>		<b>BUSINESS PHONE NUMBER</b>	<b>DATE</b>

Distribution Original copy -DLAE  
Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

Local Assistance Procedures Manual

Final Report - Utilization of Disadvantage Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES**  
**(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

**ADA Notice**  
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization for items

TO WORK WAS UNDERTAKEN THAT I APPROVED. AT THE SAME TIME, I PROVIDED INFORMATION ON THE DOCK OR TONNE. LIST ACCORDING TO WHAT THEY WANTED, SO COMPLETE AND APPROPRIATE.

CONTRACTOR REPRESENTATIVE SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Cairtrans contracts:	Original - District Construction	COPY- Business Enterprises
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer	COPY- District Local Assistance

8/18

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

BECK AVENUE PAVEMENT REHABILITATION  
FEDERAL AID PROJECT NO: STPL-5132(042)

Addendum No. 1

June 24, 2015

This constitutes Addendum No. 1 to the Contract Documents for the BECK AVENUE PAVEMENT REHABILITATION. The Bidder shall acknowledge receipt of this Addendum on Page P-3 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS**

**Notice to Contractors (white section):**

- 1) Please replace the last bullet point in "Special Notice" on NC-1 with the following:  
Bidders are advised that, as required by federal law, the City of Fairfield is implementing Disadvantaged Business Enterprise requirements. Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the DBE requirements.
- 2) On NC-2 under item No. 1:  
The 24.1% UDBE goal stated for this project has changed to a DBE goal of 24.8%.

**Proposal (Blue Section):**

- 3) Please remove Page P-18 from the contract documents.
- 4) Exhibit 15-G: The stated Contract DBE Goal has changed to 24.8%.  
Please replace Page P-21 with attached P-21R.

**QUESTIONS**

- 1) Q: Is Exhibit 12-B Part 1 and 2 due with the bid or can they be submitted with the Good-Faith-Effort information 4 business days after the bid (by 4:00PM)?  
A: It must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

APPROVED:



Kevin L. Berryhill, P.E.  
City Engineer

ACKNOWLEDGEMENT:



CONTRACTOR  
**Ghilotti Bros., Inc.**

Thomas G. Barr, P.E.  
Vice President

**EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

**LOCAL AGENCY:** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

**TOTAL CONTRACT AMOUNT:** \$ \_\_\_\_\_

BID DATE: \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_

CONTRACT DBE GOAL: 24.8%

**For Local Agency to Complete:**

Local Agency Contract Number: \_\_\_\_\_

Federal-aid Project Number: \_\_\_\_\_

**Federal Share:** \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

**Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.**

Total Claimed DBE  
Participation \$ \_\_\_\_\_ %

---

**Signature of Bidder**

Date (Area Code) Tel. No.

**Person to Contact**      **(Please Type or Print)**

**Local Agency Bidder DBE Commitment (Construction Contracts)**  
**(Rev. 6/26/09)**

**Distribution:** (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.  
(2) Copy – Include in award package to Caltrans District Local Assistance  
(3) Original – Local agency files

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

BECK AVENUE PAVEMENT REHABILITATION  
FEDERAL AID PROJECT NO: STPL-5132(042)

Addendum No. 2

June 26, 2015

This constitutes Addendum No. 2 to the Contract Documents for the BECK AVENUE PAVEMENT REHABILITATION. The Bidder shall acknowledge receipt of this Addendum on Page P-3 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

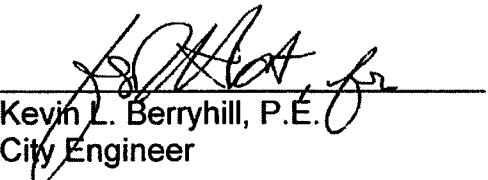
**PROJECT SPECIFICATIONS**

Specific Provision:

- 1) Please insert after the last paragraph of Section 10-1.07A "Traffic Control System for Lane Closure" Material and Execution subsection:

Prior to reopening lanes to public vehicular traffic, a minimum of one lift of asphalt concrete pavement shall be placed and compacted.

APPROVED:

  
\_\_\_\_\_  
Kevin L. Berryhill, P.E.  
City Engineer

ACKNOWLEDGEMENT:

  
\_\_\_\_\_  
Thomas G. Barr, P.E.  
Vice President

CONTRACTOR  
**Ghilotti Bros., Inc.**

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

### BECK AVENUE PAVEMENT REHABILITATION FEDERAL AID PROJECT NO: STPL-5132(042)

WHEREAS \_\_\_\_\_  
Ghilotti Bros., Inc.  
\_\_\_\_\_  
525 Jacoby Street, San Rafael, CA 94901  
(Name and address of Bidder)  
("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_  
Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
525 Market Street, Ste 2900, San Francisco, CA 94105  
(Name and address of Surety)  
("Surety") a duly admitted surety insurer under the laws of the State of California, as  
Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_  
ten percent (10%) of the amount bid \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), being not less than ten percent (10%) of the  
total bid price, in lawful money of the United States of America, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded  
Contractor is awarded a contract for the work by City and, within the time and in the  
manner required by the bidding specifications, enters into the written form of contract  
included with bidding specifications, furnishes the required bonds, one to guarantee  
faithful performance and the other to guarantee payment for labor and materials, and  
furnishes the required insurance coverages, then this obligation shall become null and  
void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 25th, 2015

"Contractor"

Ghilotti Bros., Inc.

By:

Title

Thomas G. Barr, P.E.  
Vice President

By:

Title

"Surety"

Fidelity and Deposit Company of Maryland

By:

Kelly Holt

Title Attorney-In-Fact, Kelly Holtemann

By:

n/a

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached

**CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT****CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

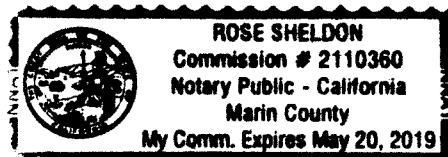
State of California                  )  
County of Marin                  )

On June 30, 2015 before me, Rose Sheldon a Notary Public,  
personally appeared Thomas G. Barr, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rose Sheldon



(Seal)

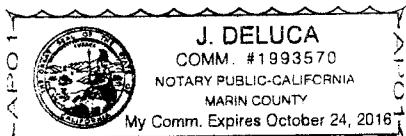
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )

On June 25th, 2015 before me, J. DeLuca, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kelly Holtemann  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly HOLTEMANN and Joan DELUCA, both of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes

Secretary  
Eric D. Barnes

Thomas O. McClellan

Vice President  
Thomas O. McClellan

State of Maryland

County of Baltimore

On this 14th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

*N/A*

**ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

4. Name and Address of Reporting Entity

Prime

Subawardee

Tier \_\_\_\_\_, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee,  
Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable \_\_\_\_\_

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity  
(If individual, last name, first name, MI)

b. Individuals Performing Services (including  
address if different from No. 10a)  
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

13. Type of Payment (check all that apply)

\$ \_\_\_\_\_  actual  planned

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify \_\_\_\_\_

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including  
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes  No

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

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